

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
CHILD WELFARE SERVICES BRANCH

NOTICE OF REQUEST FOR PROPOSAL

The State of Hawaii, Department of Human Services is procuring the following service:

**On-Call Shelter Services – Statewide
RFP SSD-15-POS-1050**

The new contracts are expected to begin on July 1, 2015.

As of April 14, 2015, interested parties may review the following RFP located on the State Procurement Office website at www.spo.hawaii.gov and see Procurement Notices/Bidding Opportunities.

The Department will conduct a meeting live in Honolulu and via video conference for the neighbor islands to discuss the RFP and answer questions from the community. If you would like to attend please call Ms. Kenwyn Kaahaaina at (808) 586-5706 or email her at kkaahaaina@dhs.hawaii.gov **by 12:00 Noon on Friday, April 24, 2015** and provide your name, agency, telephone number, email address, and location where you will be attending the meeting.

The RFP Video Conference meeting will be held as follows. All addresses are the offices of the DHS Benefit, Employment, and Support Services Division (BESSD):

Date:	Monday, April 27, 2015
Time:	12:00 p.m. to 3:00 p.m.
Locations:	
Oahu (Honolulu):	Haseko Center, 820 Mililani Street Suite #606
East Hawaii (Hilo):	Kinoole Shopping Center, 1990 Kinoole Street
West Hawaii (Kailua-Kona):	Kona Center, 75-5722 Hanama Place Suite #1105
Maui (Wailuku):	Waiehu Beach Center, 270 Waiehu Beach Road Suite #107
Kauai (Lihue):	Dynasty Court, 4473 Pahee Street Suite G

If you would like to participate in the meeting but cannot be present at one of the video conference centers listed above, please contact Ms. Kenwyn Kaahaaina at (808) 586-5706 and provide your name, phone number, and the agency you are with so that you may participate via phone.

Preliminary written questions will be accepted until 4:30 p.m. on Thursday, April 23, 2015. Please direct written submissions to Ms. Kenwyn Kaahaaina by email to kkaahaaina@dhs.hawaii.gov, by fax to (808) 586-5700, or by mail to 810 Richards St., Suite 400, Honolulu, Hawaii 96813. It is strongly recommended that all comments, suggestions, and questions be submitted in writing even if they are discussed with the Department prior to or during the RFP Video Conference meeting.

PLEASE NOTE: The RFP Video Conference meeting is for informational purposes. Participation in the meeting is optional and not required in order to respond to the RFP. Neither the Department nor any interested party responding to the RFP has any obligation under this process.

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-15-POS-1050

ON-CALL SHELTER SERVICES

STATEWIDE

RFP Posting Date: April 14, 2015

RFP Proposal Submission Deadline:

May 13, 2015, 4:30 p.m.

Hawaii Standard Time

NOTE: *It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office (SPO) website or to contact the RFP Contact Person identified in this RFP regarding any subsequently issued addenda for this RFP. The State shall not be responsible for an incomplete proposal submitted as a result of the Applicant's not knowing about issued addenda, including additionally requested information or attachments, regarding this RFP.*

DAVID Y. IGE
GOVERNOR



RACHAEL WONG, DrPH
DIRECTOR

PANKAJ BHANOT
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Division Administrator
Social Services Division

SUBJECT: DEPARTMENT OF HUMAN SERVICES (DHS)
SOCIAL SERVICES DIVISION (SSD)
REQUEST FOR PROPOSALS (RFP)

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide On-Call Shelter Services. The attached Request for Proposals (RFP) SSD-15-POS-1050 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on April 27, 2015, 12:00 p.m. to 3:00 p.m. Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Kenwyn Kaahaaina, POS Specialist/RFP Contact Person, at (808) 586-5706 or at kkaahaaina@dhs.hawaii.gov.

For questions regarding this RFP see 1.8 Submission of Questions, Section 1 of this RFP for information on the question and answer process.

Thank you for your interest. The DHS looks forward to receiving and reviewing your proposals.

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE:
MAY 13, 2015, 4:30 P.M., HAWAII STANDARD TIME.

PLEASE READ CAREFULLY AS THE PROPOSAL SUBMISSION INFORMATION
HAS BEEN REVISED.

THE APPLICANT IS REQUIRED TO SUBMIT:

**ELECTRONIC COPIES OF THE PROPOSAL (ONE (1) IN PORTABLE DOCUMENT
FORMAT (PDF) AND ONE (1) IN WORD/EXCEL FORMAT)**

AND

PRINTED COPIES OF THE PROPOSAL (ONE (1) ORIGINAL AND ONE (1) COPY).

**THE COMPLETE PROPOSAL SUBMISSION SHALL CONSIST OF ELECTRONIC
COPIES OF THE PROPOSAL (ONE (1) IN PORTABLE DOCUMENT FORMAT (PDF)
AND ONE (1) IN WORD/EXCEL FORMAT) AND PRINTED COPIES OF THE
PROPOSAL (ONE (1) ORIGINAL AND ONE (1) COPY) RECEIVED BY THE
SPECIFIED DATE AND TIME.**

If both the electronic and printed copies of the proposal are not received by the specified date and time, the proposal submission shall be considered incomplete and SHALL NOT BE ACCEPTED for consideration. All proposal submissions shall become the property of the DHS.

1. The electronic copies of the proposal shall be received by **MAY 13, 2015, 4:30 P.M. HAWAII STANDARD TIME (HST). NO EXCEPTIONS SHALL BE MADE.** The electronic copies shall be submitted as follows:
 - a. in person to the DHS office
 - b. by private mail carrier (e.g. FedEx or United Parcel Service (UPS)) or by United States Postal Service (USPS)
 - c. by email to the POS mailbox

If the electronic copies are submitted in person, by private mail carrier, or by USPS they shall be on a UNIVERSAL SERIAL BUS (USB) FLASHDRIVE/THUMBDRIVE OR A COMPACT DISC (CD) and be readable by a personal computer system (PCS). The USB or CD shall be received at the address listed below.

If the electronic copies are submitted by email they shall be sent to the email address listed below.

The Applicant bears the complete responsibility for the submission of the electronic copies including assuring their complete, correctly formatted, and timely submission and the risk that the electronic copies may not be readable by the DHS.

2. The printed copies of the proposal shall be received by **MAY 13, 2015, 4:30 P.M. HAWAII STANDARD TIME (HST)**. **NO EXCEPTIONS SHALL BE MADE.** The printed copies shall be submitted as follows:
 - a. in person to the DHS office
 - b. by private mail carrier or by USPS
3. All proposal submissions submitted in person, by private mail carrier, or by USPS shall be enclosed in a sealed envelope identified with the RFP number and the Applicant's name on the outside and a cover sheet on the inside with the RFP number, the Applicant's name, the envelope's contents, and the number of proposal submission pages.

All proposal submissions submitted via email shall include in the email the RFP number, the Applicant's name, the proposal submission attachments, and the number of proposal submission pages. All attachments shall be identified with the RFP number, the Applicant's name or initials, and the attachment's content (e.g. SSD-15-POS-1050, XYZ, proposal application or 15-1050, XYZ, budget).

DROP-OFF ADDRESS:

**Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawaii 96813**

EMAIL ADDRESS:

ssdposmailbox@dhs.hawaii.gov

RFP CONTACT PERSON:

Ms. Kenwyn Kaahaaina, POS Specialist
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **May 13, 2015, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
2. Any private mail carrier or USPS proposal submissions with a date stamp of **May 13, 2015, 4:30 p.m. Hawaii Standard Time (HST)** but received after **May 13, 2015, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
3. All Applicants are **strongly encouraged** to submit the electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that they have been received by the DHS in a timely manner, and b) assure that the DHS can read them.
4. Proposals sent by facsimile (fax) shall **not** be accepted.
5. It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified in this RFP regarding any subsequently issued addenda for this RFP which may include a revision to the proposal submission deadline.

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Section 1

Administrative Overview

Section 1

Administrative Overview

The Applicant is highly encouraged to **read each section of the RFP thoroughly**. While sections such as the Administrative Overview may appear similar among RFPs, State purchasing agencies may add additional information as applicable. It is the responsibility of the Applicant to understand the requirements of this specific RFP.

1.1 Procurement Timetable

Note: The Procurement Timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a Notice to Proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	4/14/2015
Distribution of RFP	4/14/2015
RFP Orientation	4/27/2015, 12:00 p.m. - 3:00 p.m. HST
Applicants' submission of written questions for written responses deadline	5/1/2015 4:30 p.m.
State purchasing agency's response to Applicants' written questions deadline	5/6/2015
Discussions with Applicants prior to proposal submission (optional)	As needed
Proposal submission deadline	5/13/2015
	4:30 p.m. HST
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	5/14/2015 – 5/21/2015
Provider selection	5/22/2015
Statement of Findings and Decision (Notice of Award)	5/22/2015
Contract start date	7/1/2015

1.2 Website Reference

The State Procurement Office (SPO) website is <http://spo.hawaii.gov/>

	For:	Website:
1	Procurement Notices for Solicitations (RFP) website	http://spo3.hawaii.gov/notices/notices
2	Procurement of Health and Human Services	http://hawaii.gov/spo2/health/rfp103f/
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov/references/
4	Standard Contract – General Conditions (AG103F13)	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5	Cost Principles	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
6	Forms	http://spo.hawaii.gov/all-forms/
7	Protest Procedures/Forms	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/

Non-SPO websites

Note: Website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <https://portal.ehawaii.gov/>

	For:	Website:
8	Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/splash/welcome.html
9	Department of Taxation	http://tax.hawaii.gov/
10	Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov/ Click on "Business Registration"
11	Wages and Labor Law Compliance, HRS §103-055	http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm
12	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
13	Internal Revenue Service	http://www.irs.gov/

1.3 Authority

This RFP is issued under the provisions of Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. The Applicant is charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by the Applicant shall constitute admission of such knowledge on the part of the Applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides the Applicant with an overview of the procurement process.

Section 2, Service Specifications: Provides the Applicant with a general description of the tasks to be performed, delineates the Provider's responsibilities, and defines deliverables, as applicable.

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal Application.

Section 4, Proposal Evaluation: Describes how proposals shall be evaluated by the State purchasing agency.

Section 5, Attachments: Provides the Applicant with information and forms necessary to complete the proposal Application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contracts resulting from this RFP including systems operations, fiscal agent operations, and monitoring and assessing the Provider's performance. The Contracting Office is:

Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards St, Suite 400
Honolulu, Hawaii 96813

1.6 RFP Contact Person

From the release of this RFP until the full execution of the contracts for the awarded Providers, any communication regarding this RFP shall be directed to the sole point-of-contact identified below unless otherwise directed:

Ms. Kenwyn Kaahaaina
Purchase of Services Unit
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

1.7 Orientation

An RFP Orientation for Applicants regarding this RFP shall be held as follows:

Date:	April 27, 2015	Time:	12:00 p.m. – 3:00 p.m.
Department of Human Services, Benefits, Employment, and Support Services Division (BESSD) Video Conferencing Center (VCC) locations as follows:			
Locations:	Honolulu, Oahu, HI:	Haseko Center, 820 Mililani St., Suite 606	
	Hilo, Hawaii, HI:	Kinoole Shopping Center, 1990 Kinoole St.	
	Kona, Hawaii, HI:	Kona Center, 75-5722 Hanama Pl., Suite 1105	
	Wailuku, Maui, HI:	Waiehu Beach Center, 270 Waiehu Beach Rd., Suite 107	
	Lihue, Kauai, HI:	Dynasty Court, 4473 Pahee St., Suite G	

The Orientation shall be held live at the Honolulu location listed above and via videoconference at the other locations. To attend the Orientation the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaina@dhs.hawaii.gov as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If the Applicant would like to attend but is unable to participate at one of the video conferencing centers listed above, the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaina@dhs.hawaii.gov at least two days before the Orientation and provide the same information detailed above to participate via teleconference.

1.8 Submission of Questions

The Applicant is encouraged to submit written questions to Ms. Kaahaaina at kkaahaaina@dhs.hawaii.gov prior to the Orientation. The Applicant shall have the opportunity to ask questions at the Orientation and answers will be provided at the State purchasing agency's discretion. However, answers provided at the Orientation are intended only as general responses and may not fully represent the State purchasing agency's position. To ensure an answer to an oral question from the Orientation, or to a question that arises after the Orientation, the Applicant shall submit the question in writing after the Orientation but no later than the Applicants' submission of written questions deadline. Formal official responses to the Applicants' written questions shall be provided in writing by the State purchasing agency via an addendum to the RFP.

The Applicants' submission of written questions deadline is **May 1, 2015, 4:30 p.m. Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **May 6, 2015.**

1.9 Submission of Proposals

A. Forms/Formats

Forms, with the exception of program specific forms, may be found on the SPO website (see 1.2 Website Reference, Section 1 of this RFP). For program specific forms see the Proposal Application Checklist, Section 5 of this RFP.

1. **Proposal Application Identification Form (SPOH-200)**

This form provides the Applicant's proposal identification.

2. **Proposal Application Checklist**

This checklist provides the program specific requirements, the reference and location of required forms, and how the proposal components shall be ordered and submitted to the State purchasing agency.

3. **Table of Contents**

This sample format is meant to be a guide (see Section 5 of this RFP).

4. **Proposal Application (SPOH-200A)**

This form provides a framework within which the Applicant shall submit comprehensive narratives to address the requirements specified in Proposal Application Instructions, Section 3 of this RFP, including a complete budget.

B. Program specific requirements

See Service Specifications, Section 2 and Proposal Application Instructions, Section 3 of this RFP. For required State and/or federal certifications see Proposal Application Checklist, Section 5 of this RFP.

C. Multiple and alternate proposals

Multiple proposals shall be accepted but alternate proposals shall not be accepted (see Service Specifications, Section 2 of this RFP).

D. Hawaii Compliance Express (HCE)

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently \$12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax clearance

Pursuant to HRS §103-53, as a prerequisite to entering into a contract of \$25,000.00 or more the Provider shall be required to have a tax clearance from DOTAX and the IRS. See 1.2 Website References, Section 1 of this RFP for the DOTAX and the IRS website addresses.

2. Labor law compliance

Pursuant to HRS §103-55, the Provider shall be in compliance with all applicable laws of the State and federal governments relating to Payment of Wages, Safety, Workers' Compensation, and Unemployment Compensation. See Section 1, 1.2 Website Reference of this RFP for the DLIR website address.

3. DCCA business registration

Prior to entering into a contract, the owner of any entity doing business in the State, except the owner of a sole proprietorship, charitable organization, unincorporated association, or foreign insurance company, shall be registered and in good standing with the DCCA, Business Registration Division. Also, a foreign insurance company must register with the DCCA, Insurance Division. See 1.2 Website References, Section 1 of this RFP for the DCCA website address.

E. Wages law compliance

By submitting a proposal the Applicant certifies that it is in compliance with HRS §103-55 Wages, Hours, and Working Conditions of Employees

of Contractors Performing Services. See 1.2 Website References, Section 1 of this RFP for the DLIR website address.

F. Campaign contributions by State and county providers/contractors

HRS §11-355 prohibits campaign contributions from certain State and county government providers/contractors during the contract term if the providers/contractors are paid with funds appropriated by a legislative body. See 1.2 Website Reference, Section 1 of this RFP for the Campaign Spending Commission website address.

G. Confidential information

If the Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing for non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note: Expenditure/Item costs are not considered confidential and will not be withheld.

H. Proposal Submission

FOR PROPOSAL SUBMISSION INFORMATION REGARDING THIS RFP PLEASE REFER TO THE PROPOSAL SUBMISSION INFORMATION SHEET AT THE BEGINNING OF THIS RFP.

1.10 Discussion with the Applicant

- A. Prior to the proposal submittal deadline:** Discussion may be conducted with an Applicant to promote understanding of the State purchasing agency's requirements.
- B. After the proposal submittal deadline:** Discussion may be conducted with an Applicant whose proposal is determined to be reasonably susceptible of being selected for award, however, a proposal may be accepted without discussion per HAR §3-143-403.

1.11 Opening of Proposals

Upon the State purchasing agency's receipt of a printed, USB, and/or CD proposal copy at the designated location (including any modifications to and withdrawals

of a proposal), a verification of receipt shall be date-stamped and, if possible, time-stamped for the Applicant's and the State purchasing agency's records.

Upon the State purchasing agency's receipt of an emailed proposal copy at the designated location, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt but no later than May 13, 2015, 5:00 p.m. for the Applicant's and the State purchasing agency's records.

All received printed, USB, CD and/or emailed proposal copies shall be secured by the State purchasing agency and not examined for evaluation purposes until after the proposal submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and fully executed.

1.12 Additional Materials and Documentation

Upon request from the State purchasing agency, the Applicant shall submit any additional documentation/materials reasonably required by the State purchasing agency for its evaluation of the proposal.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the final revised proposals deadline.

1.14 Final Revised Proposals

If requested of the Applicant, a final revised proposal shall be submitted in the manner and by the date and time specified by the State purchasing agency. If the final revised proposal is not submitted, the previously submitted proposal shall be the Applicant's final revised proposal. The Applicant shall submit only the section/s of the proposal requiring revision as well as the Proposal Application Identification Form (SPOH-200) (see 1.2 Website Reference, Section 1 of this RFP). After the final revised proposals are received, final evaluations shall be conducted for the contract awards.

1.15 Cancellation of Request for Proposal

This RFP may be canceled and any or all proposals may be rejected, in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any cost incurred by the Applicant in preparing or submitting a proposal is the Applicant's sole responsibility.

1.17 Provider Participation in Planning

Applicants awarded a contract resulting from this RFP shall be required to participate in the State purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

The Providers' participation in the State purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information about community needs, best practices, and the Providers' resources, shall not disqualify the Providers from submitting proposals if conducted in accordance with HAR §3-142-202 and §3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider only those proposals submitted in accordance with all requirements set forth in this RFP, which comply with the service specifications, and which demonstrate an understanding of the problems involved as acceptable. A proposal offering any other set of terms and/or conditions may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- | | | |
|----|--|------------------|
| A. | Inadequate response to RFP | (HAR §3-143-609) |
| B. | Late proposal | (HAR §3-143-603) |
| C. | Applicant not responsible
610(a)(2)) | (HAR §3-143- |
| D. | Proposal not responsive
610(a)(1)) | (HAR §3-143- |
| E. | Inadequate accounting system | (HAR §3-141-202) |
| F. | Failure to cooperate or deal in good faith | (HAR §3-141-201) |

1.19 Notice of Award

A Statement of Findings and Decision (Notice of Award) shall be provided by mail (USPS) to all responsive and responsible Applicants for the award or non-award of a contract upon completion of the evaluation of all proposals. The Statement shall provide information regarding only the individual Applicant, not all of the Applicants, as well as the name of the Applicant that the contract was awarded to.

Any contract resulting from this RFP is subject to the approval of the State Department of the Attorney General (DAG) as to form and to all further approvals, including the approval of the Director, as required by statute, rule, regulation, order, or other directive.

No work is to be undertaken by a Provider awarded a contract prior to the contract start date unless otherwise agreed between the State and the Provider (e.g. via a Notice to Proceed). The State is not liable for any costs incurred prior to the official contract start date without such an agreement.

1.20 Protests

Pursuant to HAR Chapter 148 and HRS §103F-501, an Applicant aggrieved by an award of a contract may file a protest. For the Notice of Protest form (SPOH-801) and related forms see 1.2 Website Reference, Section 1 of this RFP. Only the following matters may be protested:

- A. A State purchasing agency's failure to follow any procedure established by HRS Chapter 103F.
- B. A State purchasing agency's failure to follow any rule established by HRS Chapter 103F.
- C. A State purchasing agency's failure to follow any requirement, procedure, or evaluation criterion in the RFP issued by the State purchasing agency.

The Notice of Protest shall be postmarked by the USPS or hand delivered to: 1) the Head of the State purchasing agency (HOPA) conducting the procurement, and 2) the procurement officer conducting the procurement within five (5) working days of the postmark of the Statement of Findings and Decision (Notice of Award) sent to the Applicant protestor. If delivery services other than the USPS are used they shall be considered hand delivery and the Notice of Protest shall be considered submitted on the date received by the State purchasing agency.

Head of State Purchasing Agency and Procurement Officer
Director of the Department of Human Services
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809-0339
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813

1.21 Availability of Funds

The contract award and any allowed extension thereof is subject to allotments made by the State Director of Finance pursuant to HRS Chapter 37 and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

Both General and Special Conditions shall be contractually required (see 1.2 Website Reference, Section 1 and Section 5 of this RFP).

1.23 Cost Principles

To promote uniform purchasing practices among State purchasing agencies procuring Health and Human Services under HRS Chapter 103F, State purchasing agencies shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS) is seeking proposals statewide for on-call shelters for children referred by the DHS due to abuse, neglect, or threatened harm and who need temporary out-of-home care. The standard time period for placement in the shelters shall be thirty (30) days, however, this time period may be extended with acceptable justification and the DHS' approval. The children placed in the shelters may have physical, behavioral, and/or emotional problems, be difficult to care for and/or supervise, and/or have had multiple placement episodes or have no other placement alternatives. The two main components of shelter services shall be basic sanctuary services and assessment, support, and counseling services. The shelters shall provide trauma-informed care and utilize strengths/needs and family-centered practices. The shelters shall also be culturally-sensitive and culturally-appropriate.

B. Planning activities conducted in preparation for this RFP

- _____ Information from funders (legislature, federal agencies, private foundations, etc.) on funding terms and conditions.
- X Information from other state agencies on services to the same target group.
- X Views of service recipients and community advocacy groups on conditions affecting achievement of desired goals.
- X Views of Provider organizations on how to improve service specifications; a request for information (RFI) process may have been used for this purpose.
- X Information from POS monitoring and other reports for current contracts.
- X Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

- X A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on August 5, 2014 and March 17, 2015, and an RFI meeting was held on August 11, 2014 to gather information and assist in the development of this RFP.

Planning information may be obtained from Kenwyn Kaahaaina, POS Specialist and RFP contact person, by email at kkaahaaina@dhs.hawaii.gov.

C. Description of the service goals

The goals of the DHS' Child Welfare Services (CWS) Branch reflect three, broad outcome domains in the continuum of child welfare services: safety, permanency, and child and family well-being. These goals are:

1. Children are, first and foremost, protected from abuse and neglect.
2. Children are safely maintained in their homes whenever possible and appropriate.
3. Children have permanency and stability in their living situations.
4. The continuity of family relationships and connections is preserved for the children.
5. Families have enhanced capacity to provide for their children's needs.
6. Children receive appropriate services to meet their physical, mental health, and educational needs.

The primary goals of the on-call shelter services, in alignment with the CWS Branch goals, are:

1. Children are safe and protected from harm.
2. Children can eat, sleep, study, and play comfortably.
3. Children receive proper nutrition.
4. Children receive appropriate health care.
5. Children's mental health needs are addressed.

D. Description of the target population to be served

The target population to be served is children, ages 12-17 years old, reported to the DHS due to abuse, neglect, or threatened harm and who need temporary out-of-home care. Children that fall outside of the targeted age range may be housed by the contracted shelters with prior approval by the DHS on a case-by-case basis or with prior written direction from the DHS.

E. Geographic coverage of service

Services shall be provided statewide to the geographic areas listed below:

1. East Hawaii

2. West Hawaii
3. Kauai County (includes Niihau, as needed)
4. Maui County (Lanai, Maui, and Molokai)
5. Oahu

The Provider shall be responsible for the provision of the full range of services within its contracted geographic area/s; service capacity and staffing will be provided accordingly. On Oahu, the Providers shall accept children from anywhere on the island and will share in the responsibility of service provision.

F. Period of availability, probable funding amounts, and sources

The contracts shall be awarded for an initial term of two (2) years with the possibility of two (2) extensions of one (1) year for each extension, subject to the availability of State and federal funds and satisfactory performance by the Provider as determined by the DHS. The maximum contract term shall not exceed four (4) years from July 1, 2015 to June 30, 2019.

Total funding is anticipated to be \$1,385,000 per year, allocated as follows:

Geographic Areas	Maximum Annual Contract Amount
East Hawaii	\$135,000
West Hawaii	\$68,000
Kauai County	\$30,000
Maui County	\$2000
Oahu	\$1,150,000

Funding increases and decreases shall also be subject to the availability of State and federal funds, changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), and satisfactory performance by the Provider as determined by the DHS.

Funding for any given year or for the contract as a whole may increase up to 300% of the original amount without being considered a fundamental change per Hawaii Administrative Rules (HAR) §3-149-303(d).

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- A. **Quality of Care/Quality of Services**
- B. **Output Measures**
- C. **Performance/Outcome Measures**
- D. **Financial Management**

E. Administrative Requirements

2.3 General Requirements

A. Specific qualifications or requirements, including, but not limited to, licensure or accreditation

The Provider shall comply with the following requirements as well as the General and Special Conditions, which include further requirements of this contract (see Section 5 of this RFP).

1. The Provider shall provide services in concurrence with Hawaii Revised Statutes (HRS) Chapters 346, 350, and 587; HAR; Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and DHS policies and procedures.
2. The Provider shall be a private, non-profit organization.
3. The Provider shall be qualified as well as certified, licensed, and/or accredited, as applicable, to perform the services detailed in this RFP.
4. The Provider shall not impose any income eligibility standard on children and families as a basis for receiving services provided through this contract.
5. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make every effort to resolve these disagreements in a manner acceptable to both parties. However, if a disagreement is unable to be resolved acceptably to both parties after significant communication between them has occurred, the DHS shall prevail. If the Provider fails to comply with the DHS' directive, it could be deemed cause for corrective action and/or potential contractual remedies, including contract termination.
6. The contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In this event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.
7. The Provider shall participate in quality assurance/improvement projects

for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

Other quality assurance/improvement activities that the Provider may participate in shall include data collection and requests related to current DHS initiatives, programs, and activities. The DHS may request that the Provider provide records for review for these purposes.

B. Secondary purchaser participation
(Refer to HAR §3-143-608)

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

C. Multiple or alternate proposals
(Refer to HAR §3-143-605)

Multiple proposals shall be allowed.

Alternate proposals shall not be allowed.

D. Single or multiple contracts to be awarded
(Refer to HAR §3-143-206)

☐ Single ☐ Multiple ☒ Single & Multiple

Single contracts shall be awarded for East Hawaii, West Hawaii, Kauai County, and Maui County. Multiple (2-4) contracts shall be awarded for Oahu.

Multiple contracts may be awarded to one Applicant for different geographic areas.

E. Single or multi-term contracts to be awarded
(Refer to HAR §3-149-302)

☐ Single term (2 years or less) ☒ Multi-term (more than 2 years)

Initial contract term:

Two (2) years from July 1, 2015 through June 30, 2017.

The initial term shall commence on the contract start date or Notice to Proceed date, whichever is later.

Number of possible extensions: Two (2) extensions

Length of extension: One (1) year

Maximum contract term:

Four (4) years from July 1, 2015 through June 30, 2019, subject to the Option to Extend provision of the contract (see #17, Special Conditions, Section 5 of this RFP).

Conditions for extension:

1. Ongoing need for the service as determined by the State.
2. Availability of funding.
3. Acceptable utilization as determined by the State.
4. Satisfactory performance as determined by the State.
5. Satisfactory compliance with the terms and conditions of the contract as determined by the State.
6. Must be in writing, shall allow 30 calendar days for consideration and approval, and shall be executed prior to the contract expiration date.

F. Subcontracting

(Refer to #3.2 General Conditions, Section 5 of this RFP)

Subcontracting shall be allowed with prior written approval from the DHS.

2.4 Scope of Work

The Provider shall provide on-call shelter services in compliance with HAR §17-1627 regarding the licensing of Child Caring Institutions (CCI) and HAR §17-893 regarding the licensing of Child-Placing Organizations (CPO), as applicable, which may be revised in the future, and including all of the following tasks and responsibilities detailed below:

A. Service Activities and Service Delivery

The Provider shall deliver services to all children placed in the shelter, including those who have Limited English Proficiency (LEP), physical limitations, physical, behavioral, and/or emotional problems, are difficult to care for and/or supervise, and those who have had multiple placements or who have no other placement alternatives.

As long as space is available, the Provider shall accept any child at the time of their referral to the shelter unless the child has physical health needs requiring special care or medical facilities, is exhibiting dangerous behaviors towards themselves or others, is visibly under the influence of alcohol and/or drugs, and/or is in psychiatric crisis. The Provider shall care for all children placed in the shelter until the DHS arranges appropriate placement plans for them.

If a child in placement exhibits dangerous behaviors towards themselves or others and/or is visibly under the influence of alcohol and/or drugs, the Provider may give the DHS 24 hours notice of their intent to discharge the child; however, the Provider shall continue to provide services for the child for the 24 hour period. This shall allow the DHS time to secure an alternative placement for the child. If the DHS exhausts all possibilities and is unable to find an alternative placement for the child, the Provider and the DHS may agree to allow the child to stay for another 24 hours.

The shelter shall provide basic sanctuary services to children, including completing intakes, 24 hours a day, seven (7) days a week, as well as assessment, support, and counseling services to children and families, as applicable, within a reasonable time period. The Provider shall assure the provision of qualified and responsible staff supervision 24 hours a day, seven (7) days a week.

The shelter shall provide trauma-informed care; this means that not only will children's physical safety need to be secured but children's psychological safety will need to be ensured. "Psychological safety is a sense of safety, or the ability to feel safe, within one's self and safe from external harm. This type of safety has direct implications for physical safety and permanence, and is critical for functioning as well as physical and emotional growth." In addition, "...psychological safety of both the child and his/her family is extraordinarily important to the child's and the family's long-term recovery and social and emotional well-being." (Chadwick Trauma-Informed Systems Project. (2013). *Creating trauma-informed child welfare systems: A guide for administrators* (2nd ed.). San Diego, CA: Chadwick Center for Children and Families).

The Provider shall make every reasonable effort to make certain that the available services are provided in a flexible manner to children and families, as applicable, so as to best meet their specific needs.

The Provider shall assure and be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that result in reduced program resources that are less than contracted.

1. Basic sanctuary services

The Provider shall ensure that the shelter provides the following:

- a. A safe, clean, welcoming, and nurturing environment.
- b. Nutritious, well-balanced meals.
- c. Adequate living and sleeping accommodations.
- d. Appropriate client medication storage (medication shall be kept in a locked storage container or cabinet within a locked room).
- e. Transportation for urgent medical and dental care and for other appointments, as arranged with the DHS, as much as reasonably possible.

- f. Activities to promote placement stability and encourage self-esteem and independence, including, but not limited to:
 - 1) Personal hygiene and grooming.
 - 2) Development of social skills.
 - 3) Leisure and recreation.
 - 4) Orientation to community resources.
 - 5) Broadening of living experiences.
- g. Procedures to provide protection for the children from drugs, alcohol, harmful household supplies, poisons, dangerous tools, weapons, and fire hazards.

2. Intake and discharge

The Provider shall have in place intake and discharge procedure for the children, including the intake tools that will be utilized, how the children will be welcomed, how the children with LEP or physical limitations will be serviced, and how the Provider will assist the DHS in the children's transitions to more stable placements.

The discharge procedures shall also include what the Provider will do in the event a child runs away.

3. Assessment, support, and counseling services

The Provider shall provide intensive crisis intervention services focused on assessing children's adjustment to the shelter and supporting children during their placement in the shelter.

- a. The Provider shall assist the DHS social worker in carrying out the objectives and goals of a child's individual plan, as developed by the worker, and will provide feedback and progress reports on the child to the DHS.
- b. The Provider's assessment of children and families, as applicable, may include evaluative observations and the use of diagnostic tools selected by the Provider or the DHS to assess their developmental, emotional, and/or social conditions. The Provider's assessment may be used to assist in the development of the DHS Service Plan.
- c. The Provider shall provide supportive, short-term counseling to children and families, as applicable.
- d. The Provider, as arranged with the worker, shall assist in coordinating services with related agencies such as schools, community providers, and other resources.
- e. The Provider, as arranged with the worker and with documented approval, shall assist in coordinating and supporting family visits.
- f. The Provider shall foster interactions and environments that promote healthy behaviors and positive development for children and families, as applicable.

4. Difficulty of Care (DOC) supervision

The DHS may place children in the shelter with difficult or challenging physical, emotional, or behavioral problems that require one-on-one or DOC supervision. In most cases, prior to placement, the DHS shall make the determination that DOC supervision is needed for a child and will inform the Provider. In other cases, by working with a child in the shelter, the Provider may assess that a child is in need of DOC supervision and shall discuss the situation with the child's social worker for authorization of DOC supervision.

The Provider shall have trained staff and procedures in place to provide care for these children until the DHS arranges other appropriate placement plans for them. However, *the DHS does not expect the Provider to maintain a child in the shelter at the risk of harming other children in the shelter or the shelter staff.*

When a child requires DOC supervision, as identified by or authorized by the DHS, the Provider shall continue to provide services for the child, with the required supervision, for up to 24 hours. This shall allow the DHS time to secure an alternative placement for the child. If the DHS is unable to secure an alternative placement for the child, it may make arrangements with the Provider to continue to provide services for the child, with the required supervision, until it is able to secure an alternative placement for the child.

If a shelter has two children in placement who are receiving DOC supervision, the DHS Administration's approval shall be necessary before any additional children requiring DOC supervision may be placed in the shelter.

B. Administrative/Management Requirements

1. Experience

The Provider shall have a verifiable history of a minimum of two (2) years within the most recent five (5) years of experience with contracts or projects providing temporary shelter and support services to children, particularly children who have experienced abuse, neglect, or threatened harm and who require intensive crisis intervention.

2. Ability

The Provider shall have the necessary abilities, skills, and knowledge relating to the delivery of the contracted services.

3. Personnel

The Provider shall comply with HAR §17-1627-19 regarding the personnel requirements of licensed CCI, some of which are included below:

- a. All staff, volunteers, and contracted personnel shall be at least 18 years old.
- b. All staff, volunteers, and contracted personnel shall provide documentation of completion of a physical examination and tuberculosis test within one year of their date of hire which shall be maintained in their personnel file.
- c. All staff, volunteers, and contracted personnel shall meet the education, work experience, and training qualifications necessary to fulfill their position requirements which enable the contracted services to be provided.
 - 1) All staff, volunteers, and contracted personnel who provide care for the physical and emotional needs of the children shall have at minimum a high school diploma or equivalent and two (2) years of experience or relevant training in working with children who have experienced child abuse, neglect, or threatened harm.
 - 2) Verification of education and work experience shall be maintained in all staff, volunteers, and contracted personnel files.
 - 3) If a job applicant does not meet the education, work experience, and/or training qualifications for a specific position and the Provider still recommends hiring the applicant, a request for a waiver of the qualifications shall be submitted to the DHS in writing via email. The request shall include the name of the applicant, the applicant's qualifications and specific circumstances, the reasons why the Provider is requesting the waiver, and the plan to be implemented, if necessary, if the applicant were to be hired. The DHS shall respond in writing via email asking for more information or approving or disapproving the waiver, including any conditions, such as the proposed plan to be implemented, that need to be met before the applicant can be hired. No job applicant who does not meet the minimum qualification for a position shall be hired for work under the contract without written approval from the DHS.
- d. The Provider shall comply with HAR §17-1627-6, 8, 9, and 19 regarding the criminal history requirements of licensed CCI, some of which are included below.

All staff, volunteers, and contracted personnel job applicants who apply to work under the contract, especially those who will be providing shelter and support services necessitating close proximity to the children, shall provide consents to the DHS for completion of initial Federal Bureau of Investigation (FBI) and State fingerprinting

checks as well as sex offender and CWS Central Registry checks. The checks shall be completed prior to the Provider hiring staff, volunteers, or contracted personnel.

Conditional employment in a non-direct service position may be offered for a period not to exceed 30 days pending the receipt of the results of the checks.

The DHS Licensing Unit receives the complete results of the checks and sends the Provider a copy of the results which includes only limited information. Copies of the consent forms and results shall be maintained in the staff, volunteers, and contracted personnel files.

If an applicant has a criminal conviction or CA/N history which poses a risk to the health, safety, or well-being of the children, the Licensing Unit will contact the applicant and work with the applicant and the Provider in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the Provider with the results of the review.

- 1) All checks shall be completed annually for the first two years of licensure and then every two (2) years thereafter.
- 2) Copies of the consent forms and results of the subsequent checks shall be maintained in the staff, volunteers, and contracted personnel files.

See "CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13)", Section 5 of this RFP.

- e. All staff, volunteers, and contracted personnel shall demonstrate a willingness to work with children and families coping with multiple issues as well as to work with others as part of a team.
- f. In addition to supervision over program activities, the Provider shall have in place procedures for supervision of all staff, volunteers, and contracted personnel.
 - 1) Supervision shall be provided by a supervisor with at minimum a Bachelors degree in social work, psychology, or any relevant behavioral health field and at least two (2) years of experience or relevant training in working with children who have experienced abuse, neglect, or threatened harm.
 - 2) Supervision shall include, but not be limited to, periodic observation of service delivery, case reviews, and individual staff, volunteer, and contracted personnel supervision.
 - 3) Supervision documentation shall be maintained and updated in the staff, volunteers, and contracted personnel files.
 - 4) Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.

- g. The Provider shall have in place written policies regarding hiring practices, job classifications, responsibilities/duties, and salaries, fringe benefits, types of leave, etc.

4. Training

The Provider shall comply with HAR §17-1627-19(g)(2) regarding the staff development requirements of licensed CCI, some of which are included below:

- a. The Provider shall have in place both an initial and an annual training plan for staff, volunteers, and contracted personnel which shall identify the specific trainings to be provided and the time frames in which they will be provided. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services to the children without direct supervision.
- b. All staff, volunteers, and contracted personnel shall complete the following required trainings:
 - 1) An orientation of the Provider's policies and procedures regarding, but not limited to:
 - a) Welcoming the children into the shelter.
 - b) Working as part of a team.
 - c) Appropriate completion of intakes, assessments, and other documentation requirements.
 - d) Confidentiality and ethics.
 - e) Types of emergencies and their appropriate responses.
 - f) Disaster preparedness.
 - g) An overview of CWS and its role, including the Provider's mandated reporter responsibilities and the Provider's responsibilities in its relationship with CWS.
 - 2) An overview of basic child development.
 - 3) How to provide understanding and positive behavioral support to children with behavioral and emotional problems.
 - 4) Trauma informed care, particularly regarding children who have experienced child abuse, neglect, or threatened harm.
 - 5) Cardiopulmonary Resuscitation (CPR) and First Aid Trainings.
- c. A minimum of 12 hours of relevant training shall be completed annually.
- d. A training record shall include the training topics completed, the length of the trainings, the trainings completion dates, and the trainings facilitators and will be maintained and updated in the staff, volunteers, and contracted personnel files.

- 5. The Provider shall have a process for hearing and resolving grievances of staff, volunteers, and contracted personnel.

6. Client files

- a. Client files, including, but not limited to, intake, assessment, and counseling documentation, shall be maintained and updated for the children serviced by the Provider during the time they are receiving services.
- b. Client files shall be kept strictly confidential.
- c. The Provider shall retain client files for six (6) years after the last service date.

7. Reporting requirements for program and fiscal data

- a. The Provider shall be responsible for the following required program reports:
 - 1) The Provider shall complete the monthly Client Eligibility List (CEL) and Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the children served as well as the number of children served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes.
 - 2) The CEL shall be submitted to the DHS via email by the 15th of the month following the reporting period.
The QAR shall be submitted to the DHS by the last day of the month following the reporting period.
- b. Required fiscal reports:
 - 1) The Provider shall complete the annual Budget and monthly Expenditure Report in the formats provided by the DHS. The Provider shall summarize its annual projected program and personnel expenditures as well as report the expenditures of contract funds received during the reporting period. The reports shall also list other sources of funding used for the contract, the amounts, and how they were expended, and document all staff and contracted personnel that work under the contract.
 - 2) The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.
The Expenditure Report shall be submitted by the 15th of the month following the reporting period.
- c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.

8. Output and performance and outcome measurements

- a. The Provider shall maintain the capacity to deliver services throughout

the contract term as specified in the Performance Measurement Forms A, B, and C.

- b. The effectiveness of the contract shall be evaluated according to the utilization of the service, the numbers of the various service activities provided, and the outcomes achieved.
- c. Unless otherwise agreed to in writing, the numbers to be served and the numbers of the various service activities to be provided shall change in proportion to any changes in funding.
- d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.

9. Quality assurance and evaluation specifications

- a. The Provider shall maintain throughout the contract term a system of self-appraisal for on-going evaluation of the performance effectiveness and quality of its program services.
- b. The evaluation process shall use credible and tested measurement tools or instruments.
- c. The Provider shall collect data on the impact of services on the children and families, as applicable, including identifying indicators of change, which are relevant to outcomes.
- d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
- e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.

10. Insurance requirements (see 1.4, General Conditions, Section 1 and #2. Special Conditions, Section 5 of this RFP)

- a. The Provider shall maintain throughout the contract term the following insurance coverage:
 - 1) General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.
 - 2) Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
 - 3) Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
- b. The State of Hawaii shall be named as an additional insured on the Certificate of Insurance.
- c. The Provider shall include any subcontractor as additional insured under its policies or provide to the State separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.

- d. The State reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.

11. **Hawaii Compliance Express (HCE)**

The Provider shall be compliant with all statutes and administrative rules. Per HRS §103D-310(c), HRS Chapter 103F, and HAR §3-120-112, the Certificate of Vendor Compliance provided by the HCE is acceptable verification of the Provider's good standing as a vendor doing business in the State of Hawaii. The Provider shall be an HCE member with compliant status.

- 12. All contracts shall be monitored by the DHS in accordance with requirements set forth by HRS Chapter 103F. Ongoing contract monitoring shall include review of program and fiscal reports and periodic assessment of service delivery and program effectiveness. In addition, annual contract monitoring may include site visits with a comprehensive evaluation of several areas, including review of the Provider's compliance with contractual requirements, agency personnel files, client files, and accounting practices.

C. Facilities

The Provider shall obtain and maintain adequate facilities for the satisfactory delivery of the contracted services. This shall include both shelter and administrative facilities; these may be housed in the same building. The facilities shall meet American Disabilities Act (ADA) requirements, as applicable, and provide any special equipment necessary for service provision. The facilities shall be operational by the contract start date.

The Provider shall comply with HAR §17-1627-7(b) Study, 17-1627-20 Location, and 17-1627-21 Building regarding the facility requirements of licensed CCI, some of which are included below:

1. The Provider shall comply with all applicable, local, zoning ordinances for the facilities.
2. The Provider shall provide verification that its facilities meet the City and County building department and fire department regulations, as requested by the DHS.
3. The facilities shall be kept in a sanitary and safe condition.
4. The shelter shall have adequate kitchen facilities for the proper preparation, storage, serving, and clean up of meals.
5. The shelter shall have a dining room which is clean, adequately furnished, and large enough to comfortably accommodate both the children and the staff.

6. The shelter shall have bedrooms that are safe, well-lit, and well-ventilated and that have an adequate bed and space for each child, including storage for each child's clothing and belongings.
7. The shelter shall have bathrooms with sanitary flush toilets, wash basins, and bathing facilities. The wash basins and bathing facilities shall have running hot and cold water.
8. The shelter shall have adequate space for study. Suitable desks and chairs in a well-lit area with adequate natural or artificial light shall be available for each child.
9. The shelter shall have a room for the children to gather during leisure time and an area where children may visit with parents and others and have some degree of privacy.
10. The shelter shall provide outdoor play equipment suitable to the ages of the children. Toys and play equipment shall be safe, clean, kept in good condition, and placed in safe storage when not in use.
11. The shelter shall have adequate laundering equipment in its own designated area which includes running hot and cold water, proper drainage, adequate ventilation, and appropriate lighting.
12. The shelter shall have adequate smoke detectors, fire extinguishers, and fire escape exits installed in or near the bedrooms that are in good working order and in accordance with the manufacturer's specifications. The shelter shall have fire evacuation plans conspicuously posted near the living room and bedroom areas and periodic fire drills shall be conducted.
13. The shelter shall have adequate facilities for the proper disposal of sewage with all plumbing connected to a public sewage system or other appropriate disposal system.
14. The shelter shall have proper accommodations for the disposal of garbage and refuse.
15. The Provider shall provide the office space for staff, volunteers, and contracted personnel necessary for service provision.
16. The Provider shall have in place a disaster preparedness plan and maintain adequate emergency supplies in its facilities so as to be prepared to accommodate the children and staff in emergency situations such as a tsunami or hurricane. The Provider may access websites such as the Federal Emergency Management Agency (FEMA) at www.fema.gov/ for information regarding preparing a disaster readiness kit.

2.5 Compensation and method of payment

The Provider shall comply with HRS Chapter 103F, Purchases of Health and Human Services Cost Principles (see the SPO website) in the development of its budget and in its expenditures of contract funding.

Unless otherwise proposed and agreed between the Provider and the DHS, the pricing structure for these services is as checked below. The pricing structure may be revised by mutual agreement throughout the contract term.

- Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contract specified services.
- Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.
- X Base cost/Fixed rate cost combination where the State pays the Provider a base cost (60% of the maximum annual contract amount) for operations plus a fixed rate cost (\$75 bed day rate for an on-call resource home and \$110 bed day rate for an on-call facility) for delivered units (up to 40% of the maximum annual contract amount).
- Negotiated rate where the State determines a set number of service units needed and negotiates with the Provider a delivery cost for the service units. The cost divided by the number of units needed determines a service unit rate.

1. Units of service

The units specified in Performance Measurement Forms A, B, and C are relevant to service delivery and capacity.

2. Method of compensation and payment

A bed day is defined as a 24 hour period from 12:00 midnight to 12:00 midnight. The Provider may invoice the DHS for the care of a child for both a partial and a complete bed day.

A monthly invoice for the fixed rate cost shall be submitted in a format specified by the DHS. The invoice shall be submitted by the 15th of the month following the invoice period. See Section 5 of this RFP for a sample of the invoice.

A quarterly invoice for the base cost shall be submitted in a format specified by the DHS. The invoice shall be submitted within the applicable quarter of the invoice period. See Section 5 of this RFP for a sample of the invoice.

Payments shall be made after receipt and preliminary approval of an invoice, reports, and any other documents required by the DHS. All client costs shall be supported by documentation indicating who services were provided to, when services were provided, and what services were provided.

3. The Provider shall not require any additional fees for services provided through this contract without the prior approval of the State.

4. The Provider shall not use funds received through this contract for services and costs for which it received compensation from other State, federal, or other sources.

5. Invoicing procedures for DOC supervision

The Provider shall submit to the child's assigned DHS social worker a detailed invoice for the provision of DOC supervision including:

- a) The child's name and date of birth.
- b) The name of the child's worker or the supervisor who approved the supervision.
- c) The Provider's name.
- d) The dates the child entered and exited the shelter.
- e) The specific dates and hours that the supervision was provided.
- f) The total number of days and hours that the supervision was provided.
- g) The name of the staff that provided the supervision.
- h) The hourly pay rate of the staff that provided the supervision.
- i) The total dollar amount owed to the Provider for the supervision.

6. Exclusion to payment for DOC supervision

If the Provider does not have any children in the shelter and the DHS asks the Provider to provide DOC supervision for a child, the staff that provides the care for that child is not an additional staff needed to provide the required supervision for the child. Therefore, the Provider shall not invoice the DHS for DOC supervision for the child. The Provider may only invoice the DHS for DOC supervision for the child if an additional child is accepted into the shelter as the Provider would then be unable to continue to provide the required DOC supervision for the first child.

In that case, the Provider would engage an additional staff, allowing the Provider to continue to provide DOC supervision for the first child as well as care for the additional child. Subsequently, the Provider would follow the invoicing procedures for DOC supervision from the date and time that the additional child was placed in the shelter.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing the Proposal Application:

- *The Proposal Application (SPOH-200A) may be found on the SPO website (see 1.2 Website References and 1.9 A. Forms/Formats, Section 1 of this RFP). However, the website form will not include items specific to this RFP. If using the website form, the Applicant shall include **all** of the items listed in this Section 3.*
- *The Applicant is **strongly encouraged** to review the evaluation criteria in Section 4 of this RFP when completing the Application.*
- *A written response shall be required for **each** item in the Application unless otherwise indicated. Failure to answer any of the items shall affect the Applicant's score.*
- *The Applicant shall include a Table of Contents in the Application (see Table of Contents, Section 5 of this RFP).*
- *In the Application the numerical outline, titles/subtitles, and the Applicant's name and the RFP number in the top right hand corner of each page shall be retained. However, the red instructions may be deleted.*
- *12 point font size shall be used.*
- *1 inch margins shall be used.*
- *Page numbering of the Application shall be consecutive beginning with Page One (1) and continuing through for each section (see Table of Contents, Section 5 of this RFP).*
- *The Application may be submitted in a three ring binder.*
- *Tabbing of sections of information is recommended.*

The Proposal Application is comprised of the following sections. The DHS prefers that the Applicant limits the number of pages for the narrative portion of each section to the recommended number below but encourages the Applicant to include any information the applicant deems necessary even if the limits are exceeded (required attachments are not included):

- | | |
|---|-------------------|
| • <i>Proposal Application Identification Form</i> | <i>(1 page)</i> |
| • <i>Table of Contents</i> | <i>(2 pages)</i> |
| • <i>Program Overview</i> | <i>(1 page)</i> |
| • <i>Experience and Capability</i> | <i>(15 pages)</i> |
| • <i>Project Organization and Staffing</i> | <i>(8 pages)</i> |
| • <i>Service Delivery</i> | <i>(15 pages)</i> |
| • <i>Financial</i> | <i>(5 pages)</i> |
| • <i>Other</i> | <i>(2 pages)</i> |
| ○ <i>Litigation</i> | |

3.1 Program Overview

No points are assigned to Program Overview. The intent of this section is for the Applicant to provide the evaluators with a brief overview of the Applicant's mission, the program and services being proposed, and the goals and objectives of the proposed service activities considering the assessed needs and available resources of the specified geographic area.

3.2 Experience and Capability (11 points)

A. Necessary Skills (5 points)

The Applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The Applicant may provide service outcome reports and letters of community support. Reports/letters shall be attached to the Application.

B. Experience (5 points)

The Applicant shall have a minimum of two (2) years of verifiable experience within the most recent five (5) years that are pertinent to the service activities detailed in Section 2 of this RFP.

The Applicant has provided information demonstrating the ability and experience of providing services to meet the needs of different individuals, cultures, and communities including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have physical limitations.

The Applicant shall provide the following information regarding each of its pertinent contracts/projects listed:

1. Contract/project identification number
2. Contracting agency
3. Name of contact person, phone number, email address, and mailing address of the contracting agency
4. Title and a brief description of the service

This shall document that the contract(s) are pertinent to the service activities detailed in this RFP.

The DHS reserves the right to verify the Applicant's experience.

C. Facilities (1 point)

The Applicant shall provide the street address/es of its facilities, a description of its facilities, and demonstrate its/their adequacy in relation

to the proposed services. The Applicant shall also detail how the facilities meet ADA requirements and describe any special equipment that may be required to deliver the proposed services.

If the facilities are not presently available, the Applicant shall provide detailed plans regarding how the facilities will be secured/prepared to allow for service delivery by the contract start date.

3.3 Project Organization and Staffing (20 points)

A. Staffing

1. Proposed staffing (5 points)

The Applicant shall describe in detail a reasonable staffing pattern, client/staff ratio, and caseload capacity appropriate for the delivery of the proposed services. The Applicant shall justify the proposed staffing pattern taking into account the numbers of people to be served and the levels of service activities to be provided. The Applicant shall list the positions for all management and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

2. Staff Qualifications (4 points)

The Applicant shall provide position titles and descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. Position titles shall match the titles listed on the organization charts detailed below. The Applicant shall also provide clear documentation that all staff has the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications must meet the minimum personnel requirements detailed in Section 2 of this RFP and be sufficient to ensure quality program/service delivery.

The Applicant shall have program accommodations to provide services to a multicultural and multilingual population, including immigrants. Staff shall have experience in providing services to this population.

Staff shall also be familiar with the range of community services available for the target population.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

B. Project Organization

1. Supervision and training (10 points)

The Applicant shall describe its ability and a plan to **supervise, train**, and provide administrative direction to staff relative to the delivery of the proposed services.

2. Organization charts (1 point)

The Applicant shall describe in detail its **approach and rationale** for the structure, functions, and staffing to effectively accomplish the proposed service activities and tasks. The Applicant shall also provide:

- a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
- b. A Program Specific Chart that details for each staff position budgeted to the contract:
 - 1) The position title
 - 2) The minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree)
 - 3) The full-time equivalency (FTE) to the program
 - 4) The lines of authority/supervision

The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the charts shall match the titles in the position descriptions noted above.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

3.4 Service Delivery (60 points)

The Applicant shall describe in detail a clear and practical approach to the service activities and delivery and the management requirements described in Section 2 of this RFP, including a fully completed Work Plan detailing all service activities and tasks, work assignments and responsibilities, and timelines/schedules. A

sample Work Plan format shall be included as an Attachment in the RFP posting on the SPO website.

Note: It shall not be acceptable for the Applicant to simply repeat language in the RFP when addressing the specific service activities and tasks.

The Applicant shall address the following items listed in the Work Plan:

A. Direct Service Plan Provision (40 points)

1. The Applicant shall provide a detailed information on its referral and case closure process including, but not limited to:
 - a. How client referrals will be received and processed.
 - b. How the client and the DHS will be notified of the program's response to the referral.
 - c. How the client will be discharged from the program
 - d. How client cases will be closed
 - e. How the client and the DHS will be notified of the discharge from services and case closure
2. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the areas specified below:
 - a. Assessment and evaluation of referred clients including, but not limited to, assessment of client strengths and areas of improvement.
 - b. Development of a service plan with the client including, but not limited to, utilizing relevant services activities and establishing realistic client goals and outcomes.
 - c. Delivery of the proposed service activities.

B. Coordination of Services (4 points)

The Applicant shall provide information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes and other agencies/community resources to meet the needs of the target population.

The Applicant shall also demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with attendees, or other documentation of participation shall be attached to the Application.

C. Performance Measurement Forms A, B, and C (4 points)

The Applicant shall propose reasonable numbers and percentages for the items not specified in Forms A and B. Clear justifications shall be provided for the proposed numbers. The DHS shall have the final determination regarding the numbers for each contract.

D. Quality Assurance and Evaluation (8 points)

The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including **methodology, instruments, and timelines** for the proposed services.

The Applicant shall describe its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.

E. Grievance and Dispute Resolution Procedures (4 points)

The Applicant shall provide a policy and procedure to positively address grievances/disputes between the client and the Provider, the DHS and the Provider, and other community resources and the Provider.

3.5 Financial (9 points)**A. Pricing Structure: Proposed Budget (8 points)**

1. The Applicant shall submit a clear, detailed budget utilizing the pricing structure designated by the State purchasing agency in Section 2 of this RFP. The budget shall fully support the delivery of the proposed services.

Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under this contract. See General Conditions and Special Conditions, Section 5 of this RFP.

2. The Applicant shall fully complete and submit all required budget information using the forms listed below. All budget forms, instructions, and samples are located on the SPO website. See 1.2 Website Reference, Section 1 of this RFP. All budget forms shall be attached to the Application.

SPO-H-205:	Budget
SPO-H-206A:	Personnel- Salaries and Wages <i>Must include all scheduled pay raises.</i>
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

Note: The Applicant shall review HRS Chapter 103F Cost Principles for Purchases of Health and Human Services for allowable expenditures. Travel for training purposes, Interisland Travel, and Out-of-State Travel are not allowed unless approved by the DHS.

Note: Only contract Awardees shall be required to submit the following additional budget forms at a later date as part of the contracting process, including, but not limited to:

SPO-H-205A:	Organization-Wide Budget by Source of Funds
SPO-H-205B:	Organization-Wide Budget by Programs
SPO-H-206G:	Depreciation (as applicable)

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be accomplished. The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules.
4. The Applicant shall provide a clear and separate budget for the administrative costs, not to exceed 15% of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for this contract must not exceed 15%.

The Applicant shall submit the administrative costs budget using the budget forms listed above. All budget forms, instructions, and samples are located on the SPO website. See 1.2 Website Reference, Section 1 of this RFP. The administrative costs budget,

federally-approved indirect rate approval letter, and general categories used to determine the federal rate shall be attached to the Application.

B. Other Financial Related Materials: Financial Audit (1 point)

In order to determine the adequacy of the Applicant's accounting system as described under HAR, the Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied that audit. The Financial Audit and letters shall be attached to the Application.

3.6 Other

A. Litigation

The Applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

B. Administrative Assurances

The Applicant shall sign a copy of the Administrative Assurances in Attachment H, Section 5 of this RFP. The signed Assurances shall be attached to the Application.